

# Memorandum



**Date:** July 10, 2007

**Agenda Item No.**  
8(D)3(A)

**To:** Honorable Chairman Bruno A. Barreiro and Members,  
Board of County Commissioners

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

**Subject:** Contract Award Recommendation for The Virginia Key Wetlands Restoration Project -  
Project No: VKRP-06; Contract No: VKRP-06-01

## Recommendation

The Recommendation for Award for the above-referenced restoration project between American Earth Movers, Inc., and Miami-Dade County has been prepared by the Department of Environmental Resources Management and is recommended for approval.

## Scope

**PROJECT NAME:** Virginia Key Wetlands Restoration Project

**PROJECT NO:** VKRP-06

**CONTRACT NO:** VKRP-06-01

**PROJECT DESCRIPTION:** Creation of 32.3 acres of estuarine marsh and mangrove habitats, removal of 5.71 acres of invasive exotic vegetation from existing wetlands, restoration of 6.23 acres of existing conveyance channels and mosquito ditches, the creation of 0.42 acres of interconnecting tidal channels, and the creation of a 500-foot long scenic boardwalk.

**PROJECT LOCATION:** Section 17, Township 20, Range 42 – City of Miami and Unincorporated Miami-Dade County, Florida

**PRIMARY COMMISSION DISTRICT:** District 7 Carlos A. Gimenez

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Department of Environmental Resources Management

**MANAGING DEPARTMENT:** Department of Environmental Resources Management

**Fiscal Impact / Funding Source**

<b>FUNDING SOURCE:</b>	<b>SOURCE</b>	<b>AMOUNT</b>
	South Florida Water Management District and the Biscayne Bay Environmental Trust Fund	\$1,750,000.00

**PTP FUNDING:** No

**GOB FUNDING:** No

**CAPITAL BUDGET PROJECTS:**

**BUDGET PROJECT / DESCRIPTION**

**AWARD ESTIMATE**

5555691 - BISCAYNE BAY RESTORATION AND SHORELINE STABILIZATION  
Book Page: 264 Funding Year: Adopted 2006-2007 Capital Budget Book from Prior Years' Funding

\$875,000.00

Book Page: N/A Funding Year: Resolution R-1227-05 adopted on 11/1/2005

\$875,000.00

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Project Totals: \$1,750,000.00

**BID PACKAGES ISSUED:** 19

**BIDS RECEIVED:** 6

**CONTRACT PERIOD:** 150 calendar days

**CONTINGENCY PERIOD:** 15

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$1,590,909.09

**BASE CONTRACT AMOUNT:** \$1,590,909.09

**CONTINGENCY  
ALLOWANCE (SECTION  
2-8.1 MIAMI DADE  
COUNTY CODE):**

<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>	<b>COMMENT</b>
Infrastructure	10%	\$159,090.91	

**TOTAL DEDICATED  
ALLOWANCE:**

\$0.00

**TOTAL AMOUNT:**

\$1,750,000.00

**Track Record / Monitor**

**EXPLANATION:**

American Earth Movers, Inc. (AEM) changed its name from American Environmental Contractors, Inc. (AEC) on 3/15/2006. As AEC, the firm provided construction services to 14 County contracts with an average Contractor Evaluation of 3.1 out of a possible 5. On April 12, 2007, DBD released a memorandum report listing AEM with a goal deficit. However, SBA/DPM (formerly DBD) approved AEM's make-up plan on May 25, 2007 increasing the CSBE participation on this project to comply with the deficit. The Contract is being awarded for the budgeted and approved amount in accordance with the Request to Advertise memorandum (R-985-06 dated 9/12/2006) for \$1.75 million dollars. The bid submitted by American Earth Movers, Inc. for \$1,458,968.45 (including 10% contingency) was based on quantities stated in the bid forms of the document, and are used as a determination of the lowest bidder and to establish competitive unit prices for this project. This is a unit price contract and the scope of work remains unchanged. Any remaining contract capacity will be used for additional Work within the project limits until total expenditure of funds, or up to the Contract's expiration date, whichever comes first.

**BID OPEN DATE:**

4/6/2007

**BID BOND EXPIRES:**

7/30/2007

**BID VALID UNTIL:**

7/30/2007

**ESTIMATED NOTICE  
TO PROCEED:**

9/1/2007

**PRIME CONTRACTOR:**

American Earth Movers, Inc.

**COMPANY PRINCIPAL:**

George Munne, President

**COMPANY QUALIFIERS:**

Thomas William Durant

**COMPANY EMAIL**

**ADDRESS:** dredger@bellsouth.net

**COMPANY STREET**

**ADDRESS:** 821 NE 79th Street

**COMPANY CITY-**

**STATE-ZIP:** Miami, Florida 33138

**YEARS IN BUSINESS:** 10

**PREVIOUS EXPERIENCE  
WITH COUNTY IN THE**

**LAST FIVE YEARS:** 14 Contracts totaling \$39,981,271

**SUBCONTRACTORS**

**AND SUPPLIERS**

**(SECTION 10-34 MIAMI-  
DADE COUNTY CODE):**

Pabon Engineering, Inc.  
Superior Landscaping

**MINIMUM QUALIFICATIONS**

**EXCEED LEGAL**

**REQUIREMENTS:** No

**STANDARD PAYMENT**

**AND PERFORMANCE**

**BOND:** Yes

**REVIEW COMMITTEE:**

**MEETING DATE:** 6/28/2006 **SIGNOFF DATE:** 7/11/2006

**RESPONSIBLE WAGES:** Yes

**REVIEW COMMITTEE  
ASSIGNED CONTRACT  
MEASURES:**

MEASURE	GOAL	COMMENT
CSBE	16.00%	
CWF	0.00%	Not located in a DTA

**MANDATORY CLEARING  
HOUSE:**

Yes

**CONTRACT MANAGER  
NAME/PHONE/EMAIL:**

Keith Ng 305-372-6482 ngk@miamidade.gov

**PROJECT MANAGER**

**NAME/PHONE/EMAIL:** Gary Milano 305-372-6851 milanG@miamidade.gov



**Background**

**BACKGROUND:**

As part of the Biscayne Bay Restoration and Enhancement Program, the Department of Environmental Resources Management (DERM) conducts various environmental restoration and enhancement activities throughout Biscayne Bay. These highly successful and popular projects are generally implemented on public lands, and are assisted financially through various state and federal programs. This project will help restore the habitat on Virginia Key for a variety of marine and bird-life, and improve water quality in Biscayne Bay. As approved via Resolution R-1227-05 on November 1, 2005, the South Florida Water Management District (SFWMD) awarded Miami-Dade County \$875,000 in grant funding towards this effort. DERM will provide an equal match of \$875,000 from the Biscayne Bay Environmental Enhancement Trust Fund.

In cooperation with the Miami-Dade Park and Recreation Department (Park) and the City of Miami, DERM is coordinating the contractor selection process, overseeing the construction process, and will conduct the necessary success monitoring upon completion of the project. The scope of work includes the creation of 32.2 acres of estuarine marsh and mangrove habitats, removal of 5.71 acres of invasive exotic vegetation from existing wetlands, restoration of 6.23 acres of existing conveyance channels and mosquito ditches, the creation of 0.42 acres of interconnecting tidal channels, and the creation of a 500-foot long scenic boardwalk.

**BUDGET APPROVAL  
FUNDS AVAILABLE:**

*for*   
OSBM DIRECTOR 95  
  
ASSISTANT COUNTY MANAGER

5-4-07  
DATE

5/1/07  
DATE

**APPROVED AS TO  
LEGAL SUFFICIENCY:**

*for*   
COUNTY ATTORNEY

5-11-07  
DATE

**CLERK DATE**

\_\_\_\_\_  
DATE

**CAPITAL IMPROVEMENTS  
CONCURRENCE:**

  
OGI DIRECTOR

06/07  
DATE

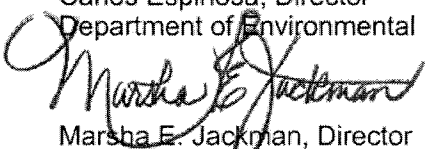
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# Memorandum



**Date:** April 12, 2007

**To:** Carlos Espinosa, Director  
Department of Environmental Resources Management (DERM)

**From:**   
Marsha E. Jackman, Director  
Department of Business Development

**Subject:** Compliance Review Project #VKRP-06-01 The Virginia Key Wetlands Restoration Project

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The Department of Business Development (DBD) has completed its compliance review of the above-referenced project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 16% CSBE goal.

The Contracts and Specifications Division of Recovery and Mitigation Program of the Department of Environmental Resources Management (DERM) submitted documents from American Earth Movers, Inc. and Design Build Innovations D/B/A Native Technologies, Inc. for compliance review.

American Earth Movers, Inc. submitted the required Schedule of Intent (SOI) Affidavit form committing to utilize Pabon Engineering, a certified CSBE firm, to perform excavation work at 16%. Pabon Engineering, Inc. has signed the SOI Affidavit form confirming the information listed. American Earth Movers, Inc. has met the CSBE contract measure requirement and is in compliance with the CSBE Participation Provisions.

Design Build Innovations D/B/A Native Technologies, Inc. submitted the required Schedule of Intent (SOI) Affidavit form committing to utilize Leno Dredging and Hauling, Inc., a certified CSBE firm, to perform hauling and excavation work at 16%. Leno Dredging and Hauling, Inc. has signed the SOI Affidavit form confirming the information listed. Design Build Innovations D/B/A Native Technologies, Inc. has met the CSBE contract measure requirement and is in compliance with the CSBE Participation Provisions.

Please note that DBD staff only reviewed and addressed compliance with the CSBE program. The Contracts and Specifications Division of Recovery and Mitigation Program of the Department of Environmental Resources Management is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Keva L. Pace at (305) 375-3137.

MEJ:klp

cc: Keith Ng, DERM  
Heather Fraser, DBD  
Patrice Hill, DBD  
File

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**Carlos Alvarez, Mayor**

**Business Development**  
111 NW 1st Street • 19th Floor  
Miami, Florida 33128-1906  
T 305-375-3111 F 305-375-3160

miamidade.gov

May 25, 2007

Mr. George Munne, President  
American Earth Movers, Inc.  
920 Stillwater Drive  
Miami Beach, FL 33141

**Via Facsimile & Mail**  
(305) 867-5050  
(305) 865-6952 Office

RE: Make-up of Community Small Business Enterprise Deficit from  
Project No. CCDD-06 Contract No. CCDD 2 on Project No. VKRP-06

Dear Mr. Munne:

The Small Business Affairs, Department of Procurement Management (SBA/DPM – formerly DBD) has reviewed American Earth Movers, Inc., (AEM) plan dated May 22, 2007 requesting to make-up a portion of the Community Small Business Enterprise (CSBE) participation deficit of **\$337,836.00** from Project No. CCDD 6 Contract No. 2 on Virginia Key Wetlands Restoration Project No. VKRP-06-01. Pursuant to the CSBE Ordinance, §10-33.02, Code of Miami-Dade County hereinafter referred to as the Code, any new award to AEM is contingent upon it committing to making up the deficit.

Project No. VKRP-06-01 has a total contract amount of \$1,458,968.45 and a 16% CSBE goal requirement with Superior Landscaping listed on the Schedule of Intent Affidavit (SOI). In order to comply with the make-up requirement, AEM submitted a second SOI for Project No. VKRP-06-01 adding Pabon Engineering, Inc., (Pabon) to perform excavation and land clearing work for 3%, increasing participation to 19% to include an additional \$337,836.00 for the deficit make up. The increased CSBE participation on this project should reduce AEM's goal deficit to \$0.00 if all make up plans are achieved.

The Department of Environmental Resource Management (DERM) has confirmed that there is sufficient work available on the project to achieve the increase in CSBE participation. Based on this information, a review of the files and discussions with the DERM project manager, AEM's CSBE make-up plan is hereby **approved**.

ADA Coordination  
Agenda Coordination  
Animal Services  
Art in Public Places  
Audit and Management Services  
Aviation  
Building  
Building Code Compliance  
**Business Development**  
Capital Improvements  
Citizens' Independent Transportation Trust  
Commission on Ethics and Public Trust  
Communications  
Community Action Agency  
Community & Economic Development  
Community Relations  
Consumer Services  
Corrections & Rehabilitation  
Cultural Affairs  
Elections  
Emergency Management  
Employee Relations  
Empowerment Trust  
Enterprise Technology Services  
Environmental Resources Management  
Fair Employment Practices  
Finance  
Fire Rescue  
General Services Administration  
Government Information Center  
Historic Preservation  
Homeless Trust  
Housing Agency  
Housing Finance Authority  
Human Services  
Independent Review Panel  
International Trade Consortium  
Juvenile Services  
Medical Examiner  
Metro-Miami Action Plan  
Metropolitan Planning Organization  
Park and Recreation  
Planning and Zoning  
Police  
Procurement Management  
Property Appraisal  
Public Library System  
Public Works  
Safe Neighborhood Parks  
Seaport  
Solid Waste Management  
Strategic Business Management  
Team Metro  
Transit  
Task Force on Urban Economic Revitalization  
Vicaya Museum And Gardens  
Water & Sewer

T:\CCDD\JUDGE\Letter\Word\Make-up Plan Letter -American Earth Movers Inc -CCDD-06 Contract No. CCDD 2  
052307.doc

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Mr. George Munne  
May 25, 2007  
Page 2 of 2

Pursuant to the Code, the certification of all firms being utilized to meet a CSBE measure must be valid at time of bid submittal, bid award and throughout the term of the contract. Subcontracting CSBEs must perform a commercially useful function in the supply of services required for the fulfillment of the contract and cannot subcontract work further. In the event that Pabon is not able to perform the scope of work intended to make up the goal deficit, AEM must take immediate action to request a substitution of Pabon with another certified CSBE to perform the work and receive approval from SBA/DPM.

Deviations from the SOI must receive prior approval from the Director of SBA/DPM. In order to review the subject project, a Monthly Utilization Report (MUR) is required to be submitted by the tenth of each month for the project for the duration of the project. The form should be completed indicating the current utilization of all firms listed on the SOIs.

Should you have any question regarding our determination, please contact Alice Hidalgo-Gato, Acting Division Director, Contract Review and Compliance, at (305) 375-3111.

Sincerely,



Penelope Townsley, Interim Director  
Small Business Affairs, Department of Procurement Management

c: Anibal Pabon, President, Pabon Engineering, Inc.  
Carlos Espinosa, Director, DERM  
Keith Ng, Assistant Contracts Manager, DERM  
Francisco Guarin, Project Manager, DERM  
Miriam Singer, Director, DPM  
James Vose, Business Assistance Manager, BAD, SBA/DPM  
Teresa Sands, Director, Professional Support Services Division, SBA/DPM  
CRC Violation File



**STRATEGIC AREA:** Neighborhood and Unincorporated Area Municipal Services  
**DEPARTMENT:** Environmental Resources Management

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
(dollars in thousands)

**Environmental Projects**

**BISCAYNE BAY RESTORATION AND SHORELINE STABILIZATION**

**PROJECT # 5555691**

**DESCRIPTION:** Restore, enhance, and stabilize wetlands, shoreline, and islands in and adjacent to Biscayne Bay and its tributaries

**LOCATION:** Biscayne Bay and Tributaries  
Countywide

**DISTRICT LOCATED:** Countywide  
**DISTRICT(s) SERVED:** Countywide

**ESTIMATED ANNUAL OPERATING IMPACT:** Minimal

**REVENUE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Biscayne Bay Envir. Trust Fund	1,482	0	0	0	0	0	0	0	1,482
Florida Inland Navigational District	607	0	0	0	0	0	0	0	607
S. Fl. Water Mgmt. District Grant	875	0	0	0	0	0	0	0	875

<b>TOTAL REVENUE:</b>	<b>2,964</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,964</b>
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**EXPENDITURE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Construction	2,089	875	0	0	0	0	0	0	2,964

<b>TOTAL EXPENDITURES:</b>	<b>2,089</b>	<b>875</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,964</b>
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**MIAMI RIVER OUTFALL RETROFITS - BASIN 21**

**PROJECT # 5555641**

**DESCRIPTION:** Treat stormwater by retrofitting existing drainage system

**LOCATION:** NW 22 Ave from Flagler St to the Miami River  
Unincorporated Miami-Dade County

**DISTRICT LOCATED:** 5  
**DISTRICT(s) SERVED:** 5

**ESTIMATED ANNUAL OPERATING IMPACT:** Minimal

**REVENUE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Stormwater Utility	1,266	668	0	0	0	0	0	0	1,934
QNIP Phase I Stormwater Pay as You Go	914	0	0	0	0	0	0	0	914

<b>TOTAL REVENUE:</b>	<b>2,180</b>	<b>668</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,848</b>
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**EXPENDITURE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	338	110	18	0	0	0	0	0	466
Construction	582	1,700	100	0	0	0	0	0	2,382

<b>TOTAL EXPENDITURES:</b>	<b>920</b>	<b>1,810</b>	<b>118</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,848</b>
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MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
VIRGINIA KEY WETLANDS RESTORATION PROJECT  
PROJECT No VKRP-06  
CONTRACT No VKRP-06-01  
BID OPENING DATE: APRIL 6, 2007



SUMMARY OF BIDS

	BASE BID	OPTION BID ITEMS	GRAND TOTAL
5	WRS	\$997,335.00	\$1,824,601.00
1	AMERICAN EARTH MOVERS	\$474,600.00	\$851,734.95
3	METRO EQUIPMENT SERVICE	\$815,980.00	\$1,497,703.43
4	ATLANTIC CIVIL	\$688,657.19	\$1,746,017.52
2	DESIG BUILD INNOVATIONS	\$646,942.06	\$1,350,584.96
6	CENTRAL FLORIDA EQPMT	\$968,438.00	\$2,401,653.22
1	AMERICAN EARTH MOVERS	\$474,600.00	\$851,734.95
CONTINGENCY BASE AND OPTIONAL ITEMS		10%	\$132,633.50
TOTAL BASE + OPTION			\$1,458,968.45
CONTINGENCY BASE ITEMS		10%	\$47,460.00
TOTAL BASE			\$522,060.00
CONTINGENCY OPTIONAL ITEMS		10%	\$85,173.50
TOTAL OPTIONAL			\$936,908.45

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MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
VIRGINIA KEY WETLANDS RESTORATION PROJECT  
PROJECT No VKRP-06  
CONTRACT No VKRP-06-01  
BID OPENING DATE: APRIL 6, 2007



SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS		AMERICAN EARTH MOVERS		METRO EQUIPMENT SERVICE	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	<b>MULCHING OF CLEARED MATERIAL, AREAS "A" &amp; "B"</b> - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within the project area (within 5 miles). This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	21.50	\$6,750.00	\$145,125.00	\$100.00	\$2,150.00	\$4,000.00	\$86,000.00
2	<b>BURN-PIT CONSTRUCTION</b> - Construction, maintenance and closure of a burn pit at the designated burn site (see attached map).	LS	1.00	\$6,260.00	\$6,260.00	\$500.00	\$500.00	\$20,000.00	\$20,000.00
3	<b>BURNING OF CLEARED MATERIAL, AREAS "A" &amp; "B"</b> - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with an Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	21.50	\$5,150.00	\$110,725.00	\$200.00	\$4,300.00	\$2,500.00	\$53,750.00
4	<b>CLEARING AND GRUBBING OF AREA "C"</b> - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	7.50	\$7,490.00	\$56,175.00	\$1,200.00	\$9,000.00	\$3,300.00	\$24,750.00
5	<b>CLEARING AND GRUBBING OF AREA "D"</b> - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	5.20	\$7,490.00	\$38,948.00	\$1,200.00	\$6,240.00	\$3,300.00	\$17,160.00



MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
VIRGINIA KEY WETLANDS RESTORATION PROJECT  
PROJECT No VKRP-06  
CONTRACT No VKRP-06-01  
BID OPENING DATE: APRIL 6, 2007



SUMMARY OF BIDS

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				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
6	CLEARING AND GRUBBING OF AREA "E" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	5.00	\$7,490.00	\$37,450.00	\$1,200.00	\$6,000.00	\$3,300.00	\$16,500.00
7	EXCAVATION, AREA "C" - including leveling and grading of Area "C" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	24,200.00	\$4.00	\$96,800.00	\$3.80	\$91,960.00	\$6.25	\$151,250.00
8	EXCAVATION, AREA "D" - including leveling and grading of Area "D" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	16,800.00	\$4.00	\$67,200.00	\$2.85	\$47,880.00	\$6.25	\$105,000.00
9	EXCAVATION, AREA "E" - including leveling and grading of Area "E" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	12,100.00	\$4.00	\$48,400.00	\$4.00	\$48,400.00	\$6.25	\$75,625.00
10	AS BUILT SURVEY of Area "C" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as directed by the Engineer or authorized department representative, to ensure work is performed in accordance with the design. A certified "As-built" survey shall be conducted and formally submitted to the Department for final acceptance and payment.	LS	1.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00



MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
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				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
11	AS BUILT SURVEY of Area "D" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as directed by the Engineer or authorized department representative, to ensure work is performed in accordance with the design. A certified "As-built" survey shall be conducted and formally submitted to the Department for final acceptance and payment.	LS	1.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00
12	AS BUILT SURVEY of Area "E" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as directed by the Engineer or authorized department representative, to ensure work is performed in accordance with the design. A certified "As-built" survey shall be conducted and formally submitted to the Department for final acceptance and payment.	LS	1.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$18,000.00	\$18,000.00
13	MULCHING OF CLEARED MATERIAL, AREA "C" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may increase or decrease as directed by the Engineer or authorized department representative.	AC	7.50	\$6,360.00	\$47,700.00	\$100.00	\$750.00	\$4,000.00	\$30,000.00

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MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
VIRGINIA KEY WETLANDS RESTORATION PROJECT  
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ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS		AMERICAN EARTH MOVERS		METRO EQUIPMENT SERVICE	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
14	MULCHING OF CLEARED MATERIAL, AREA "D" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may increase or decrease as directed by the Engineer or authorized department representative.	AC	5.20	\$6,360.00	\$33,072.00	\$100.00	\$520.00	\$4,000.00	\$20,800.00
15	MULCHING OF CLEARED MATERIAL, AREA "E" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	5.00	\$6,360.00	\$31,800.00	\$100.00	\$500.00	\$4,000.00	\$20,000.00
16	BURNING OF CLEARED MATERIAL, AREA "C" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	7.50	\$5,600.00	\$42,000.00	\$200.00	\$1,500.00	\$2,500.00	\$18,750.00
17	BURNING OF CLEARED MATERIAL, AREA "D" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	5.20	\$5,600.00	\$29,120.00	\$200.00	\$1,040.00	\$2,500.00	\$13,000.00

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PROJECT No VKRP-06  
CONTRACT No VKRP-06-01  
BID OPENING DATE: APRIL 6, 2007



SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS 10050 NW 116 WAY SUITE 18 MIAMI FL 33178		AMERICAN EARTH MOVERS 821 NE 79 ST MIAMI FL 33138		METRO EQUIPMENT SERVICE 9425 SUNSET BLVD SUITE 225 MIAMI FL 33173	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
18	BURNING OF CLEARED MATERIAL, AREA "E" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	5.00	\$5,600.00	\$28,000.00	\$200.00	\$1,000.00	\$2,500.00	\$12,500.00
19	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "C" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for location of designated areas.	CY	24,200.00	\$6.40	\$154,880.00	\$1.00	\$24,200.00	\$4.50	\$108,900.00
20	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "D" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for location of designated areas.	CY	16,800.00	\$6.40	\$107,520.00	\$1.00	\$16,800.00	\$4.50	\$75,600.00
21	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "E" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for location of designated areas.	CY	12,100.00	\$6.40	\$77,440.00	\$1.00	\$12,100.00	\$4.50	\$54,450.00
22	BOARDWALK CONSTRUCTION - this item includes the necessary geotechnical evaluations and reports of existing soil conditions, and obtaining building permits from the City of Miami and Miami-Dade County prior to construction.	LS	1.00	\$347,000.00	\$347,000.00	\$305,000.00	\$305,000.00	\$292,149.84	\$292,149.84

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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS		AMERICAN EARTH MOVERS		METRO EQUIPMENT SERVICE	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
23	PLANTING, RED MANGROVE - Provide, plant and maintain areas designated by the Engineer with Red Mangrove (Rhizophora Mangle) Tube Cone Liner, 11" to 16" in height. This item may be increased or decreased as directed by the Engineer or authorized department representative.	EA	31,313.000	\$7.00	\$219,191.00	\$6.15	\$192,574.95	\$5.93	\$185,686.09
24	PLANTING, MARSH GRASS - Provide, plant and maintain areas designated by the Engineer with Marsh Grass (Spartina Spartinae) liner or transplant. This item may be increased or decreased as directed by the Engineer or authorized department representative.	EA	9,975	\$4.10	\$40,897.50	\$3.60	\$35,910.00	\$3.35	\$33,416.25
25	PLANTING, BLACK RUSH - Provide, plant and maintain areas designated by the Engineer with Black Needle Rush (Juncus Roemerianus), liner or transplant. This item may be increased or decreased as directed by the Engineer or authorized department representative.	EA	9,975	\$4.10	\$40,897.50	\$3.60	\$35,910.00	\$3.35	\$33,416.25

CONTINGENCY	\$182,460.10	\$85,173.50	\$149,770.34
ACTUAL TOTAL	\$2,007,061.10	\$936,908.45	\$1,647,473.77
CONTRACTOR'S BID TOTAL	\$1,824,601.00	\$851,734.95	\$1,497,703.43





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SUMMARY OF BIDS

ITEM #	BASE BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS 10050 NW 116 WAY SUITE 18 MIAMI FL 33178		AMERICAN EARTH MOVERS 821 NE 79 ST MIAMI FL 33138		METRO EQUIPMENT SERVICE 9425 SUNSET DR SUITE 225 MIAMI FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION - As per Florida Department of Transportation Payment Schedule (see Special Provisions for payment schedules)	LS	1.00	\$375,000.00	\$375,000.00	\$25,000.00	\$25,000.00	\$175,000.00	\$175,000.00
2	FLOATING SILT BARRIER - Includes maintenance, relocation and removal. This is a contingent item and utilization is based on field conditions, and quantities may be increased, decreased or eliminated by the Engineer or authorized department representative.	LF	200.00	\$22.00	\$4,400.00	\$5.00	\$1,000.00	\$30.00	\$6,000.00
3	SILT FENCE STAKED - includes maintenance, relocation and removal. This is a contingent item and utilization is based on field conditions, and quantities may be increased, decreased or eliminated by the Engineer or authorized department representative.	LF	200.00	\$18.00	\$3,600.00	\$99.00	\$19,800.00	\$0.75	\$150.00
4	SELECTIVE CLEARING FOR AREA "A" (Mosquito Ditch) - utilizing mechanical clearing to remove all exotic vegetation at the site. This required standard clearing method must be approved by the County with native trees remaining in place and protected. Herbicidal treatment may be used for eradication of exotic vegetation in close proximity to protected species, as directed by the Engineer. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	6.50	\$18,150.00	\$117,975.00	\$1,200.00	\$7,800.00	\$9,520.00	\$61,880.00
5	EXCAVATION, AREA "A" (MOSQUITO DITCH) - this item includes excavation, leveling, and grading as directed by the Engineer or authorized department representative. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	6,500.00	\$3.10	\$20,150.00	\$9.00	\$58,500.00	\$12.35	\$80,275.00

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SUMMARY OF BIDS

ITEM #	BASE BID LINE ITEMS DESCRIPTION	UNIT	QTY	WRS 10050 NW 116 WAY SUITE 18 MIAMI, FL 33178		AMERICAN EARTH MOVERS 821 NE 79 ST MIAMI, FL 33138		METRO EQUIPMENT SERVICE 9425 SUNSET DR SUITE 225 MIAMI, FL 33173	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
6	CLEARING AND GRUBBING OF AREA "B" (Includes "B-1" through "B-5" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	15.00	\$6,925.00	\$103,875.00	\$2,500.00	\$37,500.00	\$3,750.00	\$56,250.00
7	EXCAVATION, AREA "B" - Including leveling and grading of Area "B-4" and "B-5" to elevation + 1.0 NGVD as per the Engineering specifications, including excavation of tidal channels within Area "B". This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	32,000.00	\$4.10	\$131,200.00	\$9.00	\$288,000.00	\$7.50	\$240,000.00
8	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "A", "B-4" & "B-5" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for location of designated areas.	CY	32,000.00	\$6.50	\$208,000.00	\$1.00	\$32,000.00	\$5.00	\$160,000.00
9	AS BUILT SURVEY of Area A and B - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as directed by the Engineer or authorized department representative, to ensure work is performed in accordance with the design. A certified "As-built" survey shall be conducted and formally submitted to the Department for final acceptance and payment.	LS	1.00	\$33,135.00	\$33,135.00	\$5,000.00	\$5,000.00	\$36,425.00	\$36,425.00

CONTINGENCY	\$99,733.50	\$47,460.00	\$81,598.00
ACTUAL TOTAL	\$1,097,068.50	\$522,060.00	\$897,578.00
CONTRACTOR'S BID TOTAL	\$997,335.00	\$474,600.00	\$815,980.00



MIAMI-DADE COUNTY  
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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EQPMT 9030 NW 97 TERRACE MEDELLY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MULCHING OF CLEARED MATERIAL, AREAS "A" & "B" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within the project area (within 5 miles). This item is contingent upon actual fi	AC	21.50	\$6,300.00	\$135,450.00	\$4,160.14	\$89,443.01	\$5,916.26	\$127,199.59
2	BURN-PIT CONSTRUCTION - Construction, maintenance and closure of a burn pit at the designated burn site (see attached map).	LS	1.00	\$4,800.00	\$4,800.00	\$10,073.00	\$10,073.00	\$4,507.62	\$4,507.62
3	BURNING OF CLEARED MATERIAL, AREAS "A" & "B" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with an Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and	AC	21.50	\$6,000.00	\$129,000.00	\$7,387.21	\$158,825.02	\$5,634.53	\$121,142.40
4	CLEARING AND GRUBBING OF AREA "C" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department re	AC	7.50	\$2,192.40	\$16,443.00	\$2,084.80	\$15,636.00	\$9,000.00	\$67,500.00
5	CLEARING AND GRUBBING OF AREA "D" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department re	AC	5.20	\$2,192.40	\$11,400.48	\$2,804.04	\$14,581.01	\$9,000.00	\$46,800.00

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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S.DIXIE HWY, SUITE 1250 MIAMI, FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EOPMT 9030 NW 97 TERRACE MEDELY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
6	CLEARING AND GRUBBING OF AREA "E" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department re	AC	5.00	\$2,192.40	\$10,962.00	\$2,916.20	\$14,581.00	\$9,000.00	\$45,000.00
7	EXCAVATION, AREA "C" - including leveling and grading of Area "C" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized	CY	24,200.00	\$5.40	\$130,680.00	\$1.94	\$46,948.00	\$15.00	\$363,000.00
8	EXCAVATION, AREA "D" - including leveling and grading of Area "D" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized	CY	16,800.00	\$5.40	\$90,720.00	\$2.58	\$43,344.00	\$18.00	\$302,400.00
9	EXCAVATION, AREA "E" - including leveling and grading of Area "E" to elevation + 1.0 NGVD as per the Engineering specifications. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized	CY	12,100.00	\$5.40	\$65,340.00	\$3.01	\$36,421.00	\$20.00	\$242,000.00
10	AS BUILT SURVEY of Area "C" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as	LS	1.00	\$10,896.00	\$10,896.00	\$13,456.00	\$13,456.00	\$35,000.00	\$35,000.00

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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EQUIPMENT 9030 NW 97 TERRACE DADE COUNTY MEDELY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
11	AS BUILT SURVEY of Area "D" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as	LS	1.00	\$10,512.00	\$10,512.00	\$9,425.00	\$9,425.00	\$25,000.00	\$25,000.00
12	AS BUILT SURVEY of Area "E" - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as	LS	1.00	\$10,512.00	\$10,512.00	\$9,425.00	\$9,425.00	\$25,000.00	\$25,000.00
13	MULCHING OF CLEARED MATERIAL, AREA "C" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may increase o	AC	7.50	\$6,300.00	\$47,250.00	\$4,160.13	\$31,200.98	\$5,500.00	\$41,250.00

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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EOPMT 9030 NW 97 TERRACE MEDELY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
14	MULCHING OF CLEARED MATERIAL, AREA "D" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may increase o	AC	5.20	\$6,300.00	\$32,760.00	\$4,160.19	\$21,632.99	\$5,500.00	\$28,600.00
15	MULCHING OF CLEARED MATERIAL, AREA "E" - Debris generated from clearing activities shall be mulched at an on-site location, loaded and transported to a designated site within 5 miles. This item is contingent upon actual field conditions and may be increas	AC	5.00	\$6,302.40	\$31,512.00	\$4,160.20	\$20,801.00	\$5,500.00	\$27,500.00
16	BURNING OF CLEARED MATERIAL, AREA "C" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be inc	AC	7.50	\$6,000.00	\$45,000.00	\$2,456.67	\$18,425.03	\$5,000.00	\$37,500.00
17	BURNING OF CLEARED MATERIAL, AREA "D" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be inc	AC	5.20	\$6,000.00	\$31,200.00	\$2,378.27	\$12,367.00	\$5,000.00	\$26,000.00

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SUMMARY OF BIDS

ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EQUIPMENT 9030 NW 97 TERRACE MEDELY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
18	BURNING OF CLEARED MATERIAL, AREA "E" - Debris generated from clearing activities shall be loaded and transported to a designated burn site fitted with Air Curtain Burner and incinerated. This item is contingent upon actual field conditions and may be inc	AC	5.00	\$6,000.00	\$30,000.00	\$2,473.40	\$12,367.00	\$5,000.00	\$25,000.00
19	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "C" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for loca	CY	24,200.00	\$1.80	\$43,560.00	\$4.88	\$118,096.00	\$4.23	\$102,366.00
20	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "D" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for loca	CY	16,800.00	\$1.80	\$30,240.00	\$4.88	\$81,984.00	\$4.23	\$71,064.00
21	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA)- From Area "E" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for loca	CY	12,100.00	\$1.80	\$21,780.00	\$4.66	\$56,386.00	\$4.23	\$51,183.00
22	BOARDWALK CONSTRUCTION - this item includes the necessary geotechnical evaluations and reports of existing soil conditions, and obtaining building permits from the City of Miami and Miami-Dade County prior to construction.	LS	1.00	\$207,966.24	\$207,966.24	\$379,679.00	\$379,679.00	\$366,481.00	\$366,481.00

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ITEM #	OPTION BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI, FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EQPMT 1900 NW 97 TERRACE MEDELY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
23	PLANTING, RED MANGROVE - Provide, plant and maintain areas designated by the Engineer with Red Mangrove (Rhizophora Mangle) Tube Cone Liner, 11" to 16" in height. This item may be increased or decreased as directed by the Engineer or authorized department	EA	31,313	\$12.600	\$394,543.80	\$3.11	\$97,383.43	\$5.47	\$171,282.11
24	PLANTING, MARSH GRASS - Provide, plant and maintain areas designated by the Engineer with Marsh Grass (Spartina Spatiniae) liner or transplant. This item may be increased or decreased as directed by the Engineer or authorized department representative.	EA	9,975	\$10.20	\$101,745.00	\$2.06	\$20,548.50	\$3.10	\$30,922.50
25	PLANTING, BLACK RUSH - Provide, plant and maintain areas designated by the Engineer with Black Needle Rush (Juncus Roemerianus), liner or transplant. This item may be increased or decreased as directed by the Engineer or authorized department representative	EA	9,975	\$10.20	\$101,745.00	\$1.76	\$17,556.00	\$1.80	\$17,955.00

CONTINGENCY	\$174,601.75	\$135,058.50	\$240,165.32
ACTUAL TOTAL	\$1,920,619.27	\$1,485,643.45	\$2,641,818.54
CONTRACTOR'S BID TOTAL	\$1,746,017.52	1,350,584.96	\$2,401,653.22

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ITEM #	BASE BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 9350 S DIXIE HWY SUITE 1250 MIAMI, FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EOPMT 5030 NW 97 TERRACE DADE COUNTY MEDELY, FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION - As per Florida Department of Transportation Payment Schedule (see Special Provisions for payment schedules)	LS	1.00	\$331,918.14	\$331,918.14	\$93,058.00	\$93,058.00	\$50,000.00	\$50,000.00
2	FLOATING SILT BARRIER - Includes maintenance, relocation and removal. This is a contingent item and utilization is based on field conditions, and quantities may be increased, decreased or eliminated by the Engineer or authorized department representative.	LF	200.00	\$19.61	\$3,922.00	\$10.43	\$2,086.00	\$22.54	\$4,508.00
3	SILT FENCE STAKED - Includes maintenance, relocation and removal. This is a contingent item and utilization is based on field conditions, and quantities may be increased, decreased or eliminated by the Engineer or authorized department representative.	LF	200.00	\$22.35	\$4,470.00	\$2.68	\$536.00	\$20.00	\$4,000.00
4	SELECTIVE CLEARING FOR AREA "A" (Mosquito Ditch) - utilizing mechanical clearing to remove all exotic vegetation at the site. This required standard clearing method must be approved by the County with native trees remaining in place and protected. Herbicidal treatment may be used for eradication of exotic vegetation in close proximity to protected species, as directed by the Engineer. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	6.50	\$985.20	\$6,403.80	\$4,379.54	\$28,467.01	\$9,000.00	\$58,500.00
5	EXCAVATION, AREA "A" (MOSQUITO DITCH) - this item includes excavation, leveling, and grading as directed by the Engineer or authorized department representative. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	6,500.00	\$5.76	\$37,440.00	\$31.20	\$202,800.00	\$28.78	\$187,070.00

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MIAMI-DADE COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
WATER MANAGEMENT DIVISION  
VIRGINIA KEY WETLANDS RESTORATION PROJECT  
PROJECT No VKRP-06  
CONTRACT No VKRP-06-01  
BID OPENING DATE: APRIL 6, 2007



SUMMARY OF BIDS

ITEM #	BASE BID LINE ITEMS DESCRIPTION	UNIT	QTY	ATLANTIC CIVIL 3350 S DIXIE HWY SUITE 1250 MIAMI FL 33156		DESIG BUILD INNOVATIONS 814 S MILITARY TRAIL DEERFIELD BEACH FL 33442		CENTRAL FLORIDA EOPMT 9030 NW 92 TERRACE MEDLEY FL 33178	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
6	CLEARING AND GRUBBING OF AREA "B" (includes "B-1" through "B-5" - utilizing mechanical clearing to remove all existing vegetation at the site. This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	AC	15.00	\$2,305.55	\$34,583.25	\$1,234.07	\$18,511.05	\$3,000.00	\$45,000.00
7	EXCAVATION, AREA "B" - including leveling and grading of Area "B-4" and "B-5" to elevation + 1.0 NGVD as per the Engineering specifications, including excavation of tidal channels within Area "B". This item is contingent upon actual field conditions and may be increased or decreased as directed by the Engineer or authorized department representative.	CY	32,000.00	\$5.93	\$189,760.00	\$3.96	\$126,720.00	\$12.00	\$384,000.00
8	TRANSPORT EXCAVATED MATERIAL (WITHIN 5 MILES OF EXCAVATED AREA): From Area "A", "B-4" & "B-5" to a designated location (as directed by the Engineer or authorized department representative). Organic material must be segregated from sand material. See attached map for location of designated areas.	CY	32,000.00	\$1.80	\$57,600.00	\$4.88	\$156,160.00	\$4.23	\$135,360.00
9	AS BUILT SURVEY OF Area A and B - To be performed and signed by a state licensed surveyor. A preliminary survey shall be conducted upon completion of all clearing activities. Progress surveys shall be performed for 25' cross sections per 2-acre parcels, as directed by the Engineer or authorized department representative, to ensure work is performed in accordance with the design. A certified "As-built" survey shall be conducted and formally submitted to the Department for final acceptance and payment.	LS	1.00	\$22,560.00	\$22,560.00	\$18,604.00	\$18,604.00	\$100,000.00	\$100,000.00

CONTINGENCY	\$68,865.72	\$64,694.21	\$96,843.80
ACTUAL TOTAL	\$757,522.91	\$711,636.27	\$1,065,281.80
CONTRACTOR'S BID TOTAL	\$688,657.19	\$646,942.06	\$968,438.00

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(D)(1)(A)

11-01-05

**OFFICIAL FILE COPY**  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION NO. R-1227-05

RESOLUTION AUTHORIZING THE EXECUTION OF  
AGREEMENT NO. OT061086 WITH THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT AND  
AUTHORIZING THE DISBURSEMENT OF AN \$875,000  
FUNDING MATCH FROM THE BISCAYNE BAY  
ENVIRONMENTAL ENHANCEMENT TRUST FUND TO  
CONDUCT WETLANDS RESTORATION AT VIRGINIA  
KEY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of a \$875,000 funding agreement between Miami-Dade County and the South Florida Water Management District for wetlands restoration at Virginia Key, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida; to execute amendments for time extension and additional funds that may become available for this agreement; and to exercise the cancellation provisions contained therein; and, pursuant to Section 24-40 of the Code of Miami-Dade County, authorizes the disbursement of funds not to exceed \$875,000 from the Biscayne Bay Environmental Enhancement Trust Fund to conduct wetlands restoration at Virginia Key in connection with the ongoing Biscayne Bay Restoration and Enhancement Program.

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The foregoing resolution was offered by Commissioner Sally A. Heyman who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye
Dennis C. Moss, Vice-Chairman	aye
Bruno A. Barreiro	aye
Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye
Carlos A. Gimenez	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Dorrin D. Rolle	aye
Natacha Seijas	aye
Katy Sorenson	aye
Rebeca Sosa	aye
Sen. Javier D. Souto	absent

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



**KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

*[Handwritten signature]*

Peter S. Tell

*[Handwritten marks: a checkmark and the number 28]*



2-1222-05  
**ORIGINAL**

## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. OT061086**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**MIAMI-DADE COUNTY**

**THIS AGREEMENT** is entered into as of the JAN 13 2006 by and between the South Florida Water Management District (**DISTRICT**) and Miami-Dade County (**COUNTY**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **COUNTY** for Virginia Key Habitat Restoration and Enhancement; and

**WHEREAS**, the Governing Board of the **DISTRICT** at its December 14, 2005 meeting, approved entering into this **AGREEMENT** with the **COUNTY**; and

**WHEREAS**, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **COUNTY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the removal of all exotic vegetation and planting of mangroves; creation of flushing channels and tidal pools; and the installation of an interpretive boardwalk.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$875,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the

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contrary. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

4. The COUNTY shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The COUNTY shall report and document the amount of funds expended per month during the quarterly reporting period and the AGREEMENT expenditures to date within the maximum not-to-exceed AGREEMENT funding limitation.
5. The COUNTY shall cost share in the total amount of Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) in conformity with the laws and regulations governing the COUNTY.
6. All work to be performed under this AGREEMENT is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this AGREEMENT. The COUNTY shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the COUNTY but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The COUNTY is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The COUNTY shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The COUNTY agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the COUNTY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the DISTRICT and the COUNTY shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the COUNTY under this AGREEMENT shall be deemed to be the property of the COUNTY upon completion of this AGREEMENT. The COUNTY shall retain all ownership to tangible property.
9. The COUNTY, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the COUNTY and the officers, employees, servants and agents thereof. The COUNTY represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the COUNTY, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the COUNTY subcontracts any part or all of the work hereunder to any third party, the COUNTY shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the COUNTY. Any contract awarded by the COUNTY shall include a provision whereby the COUNTY's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the COUNTY's subcontract.
10. The COUNTY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the COUNTY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this AGREEMENT assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this AGREEMENT.
13. The COUNTY, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this AGREEMENT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the COUNTY, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this AGREEMENT at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the COUNTY for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
15. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the COUNTY assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the COUNTY.
16. The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights below. The COUNTY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The COUNTY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this AGREEMENT.
  - B. Examination of Records: The DISTRICT or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five (5) years from the expiration date of this AGREEMENT.
  - C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.
17. Whenever the DISTRICT's contribution includes state or federal appropriated funds, the COUNTY shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The DISTRICT shall provide the necessary information to the COUNTY as set forth in Exhibit "C". The COUNTY shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the DISTRICT, as completed per fiscal year
  - B. Examination of Records: The DISTRICT or designated agent, the state awarding agency, the state's

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Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the COUNTY's financial and non-financial records to the extent necessary to monitor the COUNTY's use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

**Miami-Dade County**

Attn: Evan M. Skornick, REM, Project Manager  
Telephone No. (305) 377-7274 ext. 7260

Attn: Gary Milano, Project Manager  
Telephone No. (305) 372-6851

Attn: Rupert Giroux, Contract Specialist  
Telephone No. (561) 682-2532

Address:  
Dept. of Environmental Resource Management  
33 SW 2<sup>nd</sup> Avenue  
Suite 1000  
Miami, FL 33130

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680


19. COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
21. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, COUNTY or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This AGREEMENT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this AGREEMENT.
26. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:  
(a) Terms and Conditions outlined in preceding paragraphs 1 - 24  
(b) Exhibit "A" Statement of Work



(c) all other exhibits, attachments and documents specifically incorporated herein by reference

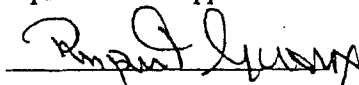
IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:   
Frank Hayden, Director of Procurement *smv*

SFWMD procurement approved

By:



Date:

9/8/05

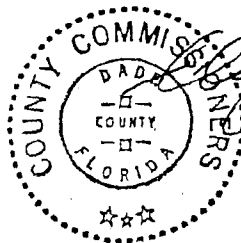
MIAMI-DADE COUNTY


By:



Title:

Asst. Co. Mgr.



  
Deputy Clerk

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**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES**  
**MANAGEMENT (DERM)**  
**VIRGINIA KEY HABITAT RESTORATION AND ENHANCEMENT**

**1.0 INTRODUCTION**

The Miami-Dade County Department of Environmental Resources Management (DERM) has been conducting habitat restoration since 1985. As part of the Biscayne Bay Restoration and Enhancement Program, DERM has successfully restored approximately 300-acres of wetlands, 60-acres of tropical hardwood hammock, 40-acres of coastal strand community, and 20-acres dune communities.

Virginia Key is a 1000-acre barrier island containing a variety of upland, and wetland plant communities, including sea-grass beds and inter-tidal sand/mud flats, mangrove and herbaceous wetlands, beach dune communities, and coastal maritime hammock. The island is located in Biscayne Bay, Township 54, Range 42, Sections 16, and 17, south of Fisher Island, North of Key Biscayne, bordering the Atlantic Ocean to the east and Biscayne Bay to the west. Although there has been some limited development, the island is non-residential and largely in its natural state. The island is owned jointly by the City of Miami and Miami-Dade County, and contains more than 300-acres of mangroves, approximately 16-acres of Maritime hammock (one of the rarest plant communities in the County due to coastal development), and 18-acres of beach and dune communities. Virginia Key provides habitat for at least seven endangered species, five endangered sub-species, and three threatened species. There exists, however, a 50 acre tract of disturbed wetlands on the property which is the subject of this restoration effort. This restoration project will provide additional habitat for wildlife and marine resources and improve the water quality in and around Virginia Key. The ecological importance of coastal wetlands as habitat and a vital link in the marine food web, which support valuable estuarine and near-shore fisheries (finfish, shellfish, and crustaceans), have been well documented. The Virginia Key wetlands restoration project will provide additional spawning and nursery habitat for many species of fish.

**2.0 OBJECTIVE**

The objective of this project is to implement restoration and enhancement of the 50-acres of disturbed wetlands and a network of flushing canals on the site. This project will restore and enhance the ecological habitats for a wide variety of fish, reptiles, amphibians, birds, and mammals, and will provide an opportunity for environmental education to the local community.

### **3.0 SCOPE OF WORK**

The restoration will involve the selective clearing of all exotic vegetation within the 50-acre site, the excavating and proper disposal of all materials, the creation of flushing channels, the creation of tidal pools, the planting of mangroves using volunteers from the local community, and the installation of an interpretive boardwalk through the restored wetlands.

This project will be implemented in the following breakdown of tasks:

**Task 1: Exotic Vegetation Removal**

**Task 2: Development of Restoration Specifications and Documents**

**Task 3: Contractor Selection Process**

**Task 4: Physical Modifications**

**Task 5: Post Construction Monitoring and Maintenance**

DERM will coordinate and develop the construction specifications and drawings, conduct the contractor selection process, provide project management, supervise the construction and volunteer efforts, and conduct the long-term success monitoring and maintenance of the completed project.

At the end of each task, DERM shall deliver two (2) copies of the task deliverables to the District.

### **4.0 WORK BREAKDOWN STRUCTURE**

#### **Project Management**

DERM is responsible for project management, budget management and quality control, as well as reviewing and approving deliverables to ensure that the projects' objectives are met.

At the end of each task, DERM shall deliver two (2) copies of the task deliverables to the District.

#### **Task 1: Exotic Vegetation Removal**

- Using heavy machinery, remove exotic vegetation from the property
- Dispose of removed exotic vegetation properly

**Deliverables:** Letter report detailing removal activities, including photos of the work in progress.

#### **Task 2: Development of Restoration Specifications and Documents**

- Perform Topographic Surveys of the site
- Calculate amount of material to be excavated
- Prepare 100% design plans
- Prepare final specification documents

**Deliverables:** Work documents described in this Task 2, including survey, 100% design plans and final specifications.

**Task 3: Contractor Selection Process**

- Prepare Bid Documents.
- Advertise Bid and conduct pre-bid meeting.
- Receive and open bids.
- Prepare bid tabulations and evaluate for successful bidder.
- Award Bid.

**Deliverables:** Work documents described in this Task 3, including bid documents, bid tabulation sheet and notice to proceed to successful bidder.

**Task 4: Physical Modifications**

- Prepare updated construction schedule(s).
- Construct improvements as identified in 100% design plans, specifications and applicable permits.
- Prepare monthly construction progress reports.
- Prepare final restoration report for the completed modifications.

**Deliverables:** Work documents described in this Task 4, including updated construction schedule(s), monthly construction progress reports, and final restoration report.

**Task 5: Post Construction Monitoring and Maintenance**

- Prepare updated monitoring schedule(s).
- Conduct semi-annual monitoring visits.
- Prepare semi-annual monitoring reports.

**Deliverables:** Work documents described in this Task 5, including updated monitoring schedule(s) and semi-annual monitoring reports.

**EXHIBIT "B"**  
**PAYMENT AND DELIVERABLES SCHEDULE**

Total payment by the District to Miami-Dade County shall not exceed the amount of \$875,000.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by Miami-Dade County within the not-to-exceed amounts specified below in accordance with Article 3. of the Agreement. Payment by the District is further subject to receipt of all deliverables from Miami-Dade County to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements. Miami-Dade County is responsible for reviewing and approving deliverables from the consultant to ensure that project objectives are met. Miami-Dade County is also responsible for project management, budget management and quality control with the consultant.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date*</b>	<b>DISTRICT** Payment</b>	<b>DERM Cost Share</b>
<b>Task 1: Exotic Vegetation Removal</b>	Letter report detailing removal activities, including photos of the work in progress.	3 Months	\$256,000	\$0
<b>Task 2: Development of Restoration Specifications and Documents</b>	Work documents described in Task 2, including survey, 100% design plans and final specifications.	5 Months	\$0	\$45,000
<b>Task 3: Contractor Selection Process</b>	Work documents described in Task 3, including bid documents, bid tabulation sheet and notice to proceed to successful bidder.	6 Months	\$0	\$20,000
<b>Task 4: Physical Modifications</b>	Work documents described in Task 4, including updated construction schedule(s), monthly construction progress reports, and final restoration report.	11 Months	\$619,000	\$785,000
<b>Task 5: Post Construction Monitoring and Maintenance</b>	Work documents described in Task 5, including updated monitoring schedule(s) and semi-annual monitoring reports.	12 Months	\$0	\$25,000
<b>Not-to-Exceed Total Payment</b>			<b>\$875,000.00**</b>	

\* All dates are referenced from the date of contract execution.

\*\* The DISTRICT shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by Miami-Dade County are less than the not-to-exceed for a particular task, Miami-Dade County shall have the right to apply the unexpended balance towards a subsequent or prior task. Miami-Dade County shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$875,000.00 as specified above.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	State Appropriation Category
	Department of Environmental Protection	2005-2006	37.039	2064A
Total Award		\$875,000.00		

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://1246.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [http://state.fl.us/isa/catalog]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.